

RECORDATION NO. 25491-A FILED

MAY 24 '05

2-30 PM

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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
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20036

OF COUNSEL
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May 24, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment to Security Agreement, dated as of May 19, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 25491.

The names and addresses of the parties to the enclosed document are:

Debtor: Rail Fun Ventures, LLC
1740 Willow Creek Road
Columbia, South Carolina 29212

[Secured Party: Business Development Corporation of South
Carolina
P.O. Box 21823
Columbia, South Carolina 29212]

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U. S. Small Business Administration
Loan Number: PLP 78898440-06

SURFACE TRANSPORTATION BOARD

AMENDMENT TO SECURITY AGREEMENT

WHEREAS, Rail Fun Ventures, LLC granted to Business Development Corporation of South Carolina ("BDC") a security interest in Observation Car Mountain View bearing PRR Reporting Mark and Road Number 8419 by that certain Security Agreement dated March 4, 2005 and bearing Surface Transportation Board Recordation No. 25491 and attached hereto as Exhibit A;

WHEREAS, Rail Fun Ventures, LLC wishes to now identify the rail car as Pullman Plan Number 4133; and

WHEREAS, the Observation Car Mountain View also bears Amtrack Registration Number 800419.

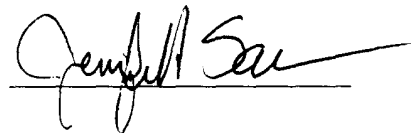
THEREFORE, BDC hereby Amends Surface Transportation Safety Board Recordation Number 25491 to identify the Observation Car Mountain View as Pullman Plan Number 4133; and

THEREFORE, Rail Fun Ventures, LLC agrees to inform BDC any time the identification is changed and acknowledges that failure to do so will be a default under the BDC loan.

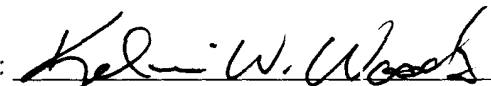
IN WITNESS WHEREOF, Rail Fun Ventures, LLC by their duly authorized officers and agents, has executed and delivered this Amendment to Security Agreement this 19 day of May, 2005.

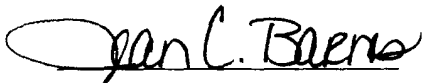
WITNESSES:

RAIL FUN VENTURES, LLC



By:


Kelvin W. Woods, Manager

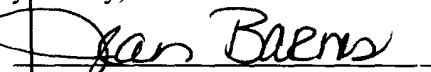


STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

ACKNOWLEDGMENT
South Carolina 30-5-30
(Effective January 1, 1995)

I, a Notary Public for South Carolina, do hereby certify that Rail Fun Ventures, LLC by its duly authorized agents personally appeared before me this day and acknowledged the due execution of the within Supplement to Security Agreement.

Witness my hand and seal this 19 day of May, 2005.


Notary Public for South Carolina
My Commission Expires: 11/30/14

RECORDATION NO. 25491 FILED
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SURFACE TRANSPORTATION BOARD

U. S. Small Business Administration
Loan Number: PLP 78898440-06

March 4, 2005

SECURITY AGREEMENT

Rail Fun Ventures, LLC (hereinafter referred to as "Debtor"), for value received, hereby grants to **Business Development Corporation of South Carolina**, (hereinafter called "Secured Party"), a security interest in the property described below (hereinafter collectively called "Collateral") to secure the payment of the principal and interest on and all obligations under a note (hereinafter called the "Note") of even date herewith, of the Debtor payable to the order of the Secured Party, in the principal amount of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000)**, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest at the maximum legal rate on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

2. The Collateral in which this security interest is granted is all of the Debtor's property described below in reference to which an "X" or checkmark has been placed in the box applicable thereto, together with all the proceeds and products therefrom. If two such boxes are so marked, the security interest so designated secures, without limitation, the purchase money from the loan used by the Debtor to acquire title to the Collateral.

- Fun*
JK
- ☒ ☒ a. All equipment and machinery, including power driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith. The property covered by this Security Agreement includes, all railcars, locomotives and other rolling stock, whether now owned or hereafter acquired, including but not limited to, the Observation Car Mountain View bearing PRR Reporting Mark and Road Number 8419.
- ☐ ☐ b. All passenger and commercial motor vehicles registered for use upon public highways or streets, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.
- ☐ ☐ c. All inventory, raw materials, work in process and supplies now owned or hereafter acquired.

☐ ☐ d. All accounts receivable now outstanding or hereafter arising.

☐ ☐ e. All contract rights and general intangibles now in force or hereafter acquired.

3. Debtor shall not transfer, sell or assign Debtor's interest in the Collateral nor permit any other security interest to be created thereon without Secured Party's prior written approval, except that Debtor may sell the inventory listed in Paragraph 2.c. hereof in the ordinary course of business on customary terms and at usual prices and may collect as Secured Party's agent sums due on accounts receivable and contract rights listed in Paragraph 2.d. and 2.e. until advised otherwise by Secured Party.

4. Debtor shall keep, store or regularly garage all Collateral at locations approved by Secured Party in writing.

5. Debtor shall not conduct business under any other name than that given above nor change or reorganize the type of business entity under which it does business except upon prior written approval of Secured Party. If such approval is given, Debtor guarantees that all documents, instruments and agreements demanded by Secured Party shall be prepared and filed at Debtor's expense before such change of name or business entity occurs.

6. Debtor shall pay the filing and recording costs of any documents or instruments necessary to perfect, extend, modify, or terminate the security interest created hereunder, as demanded by Secured Party.

7. Debtor shall maintain all Collateral in good condition, pay promptly all taxes, judgments, or changes of any kind levied or assessed thereon, keep current all rent due on premises where Collateral is located, and maintain insurance on all Collateral against hazards, in such amounts and with such companies as Secured Party may demand, all such insurance policies to be in the possession of Secured Party and to contain a Lender's Loss Payable Clause naming Secured Party in a manner satisfactory to Secured Party. Debtor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon, and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary to accomplish such collections, and any persons or entities making payments to Secured Party under the terms of this Paragraph are hereby relieved absolutely from any obligation to see to the application of any sums so paid.

8. Debtor shall be in default hereunder if Debtor fails to perform any of the liabilities imposed hereby or any other obligation required by the various instruments or papers evidencing or securing this loan, or if the full balance of the loan becomes immediately payable under the terms of such instruments, either automatically or by declaration of the Secured Party. In the event of any default, Secured Party may, in its own discretion, cure such default and, if it does so, any expenditures made for such purpose shall be added to the principal of the Note.

9. In the event of default, Debtor shall assemble and make available all Collateral at any place designated by Secured Party. Debtor acknowledges being advised of a constitutional right to a court notice and hearing to determine whether, upon default, there is probable cause to sustain the validity of the Secured Party's claim and whether the Secured Party is entitled to possession of the Collateral and being so advised, Debtor hereby voluntarily gives up, waives and surrenders any right to a notice and hearing to determine whether there is probable cause to sustain the validity of Secured Party's claim. Any notices required pursuant to any state or local law shall be deemed reasonable if mailed by Secured Party to the persons entitled thereto at their last known address at least ten days prior to disposition of the Collateral, and, in reference to a private sale, need state only that Secured Party intends to negotiate such a sale. Disposition of Collateral shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the community where the Collateral is located or by a private sale for a sum equal to or in excess of the liquidation value of the Collateral as determined by Secured Party.

10. All rights conferred on Secured Party hereby are in addition to those granted to it by any state or local law or any other law. Failure or repeated failure to enforce any rights hereunder shall not constitute an estoppel or waiver of Secured Party's rights to exercise such rights accruing prior or subsequent thereto. Secured Party shall not be liable for any loss to Collateral in its possession, nor shall such loss diminish the debt due, even if the loss is caused or contributed to by Secured Party's negligence.

11. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this documents and all documentation evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA do not waive any federal immunity from local or state control penalty, tax or liability. No Borrower or Guaranty may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, Rail Fun Ventures, LLC by their duly authorized officers and agents, has executed and delivered this Security Agreement this 4th day of March, 2005.

WITNESSES:

RAIL FUN VENTURES, LLC

H. Q. Lutton

By:

Kevin W. Woods
Kevin W. Woods, Manager

Jan C. Barnes

By:

Jennifer A. Kern
Jennifer A. Kern, Manager

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

South Carolina 30-5-30
(Effective January 1, 1995)

I, a Notary Public for South Carolina, do hereby certify that Rail Fun Ventures, LLC by its duly authorized agent personally appeared before me this day and acknowledged the due execution of the within Security Agreement.

Witness my hand and seal this 4th day of March, 2005.

H. Q. Lutton
Notary Public for South Carolina

My Commission Expires: 11-20-2005